

h# 9411



AGREEMENT

Between

Liberty Pultrusion

West Mifflin Plant

And

International Union of Electronic, Electrical, Salaried,
Machine & Furniture Workers and Communications
Workers of America, Local 88643

(AFL-CIO)

October 1, 2011

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INTRODUCTION

AGREEMENT, entered into as of October 1, 2011 for a four (4) year agreement expiring at midnight on October 1, 2015 between LIBERTY PULTRUSION, WEST MIFFLIN PLANT, hereinafter referred to as the "Company", and the INTERNATIONAL UNION OF ELECTRONIC, ELECTRICAL, SALARIED, MACHINE and FURNITURE WORKERS and COMMUNICATIONS WORKERS OF AMERICA, IUE-CWA LOCAL 88643, AFL-CIO, hereafter referred to as the "Union".

SECTION I – RECOGNITION

1. The Company agrees to recognize the Union, through a lawful National Labor Relations Board certification designated as the exclusive bargaining representative for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment.

UNIT: All production and maintenance employees at the West Mifflin, Pennsylvania plant; excluding all office clerical employees, guards, professional employees and supervisors as defined in the Act.

SECTION II – CONSIDERATION AND COOPERATION

This agreement is entered into in consideration of the mutual performance thereof in good faith by both parties. The intention of this Agreement is to establish harmonious relations between the Company and the Union and its membership and to promote the general welfare of the Company and the employees. The parties to this Agreement agree to cooperate in every reasonable way in carrying out the provisions hereof and to exchange such information with respect hereto as it mutually deemed essential as the furtherance of harmonious relations.

In this connect, the Union undertakes for itself to urge all employees to conform to reasonable plant rules and cooperation between the employees and the Company. The Union and its members will cooperate in attaining levels of efficiency and productivity necessary for the successful long-term viability of operations at this location in keeping with safety and health. The Union and its members will see to assist in effectuating economies and the utilization of improved methods.

SECTION III – MANAGEMENT

- (A) The management of the business of the Company and the direction of its personnel, including, but not limited to the right to hire, discipline or discharge employees for cause to transfer promote or relieve from duty because of lack of work or for other legitimate reasons, the maintenance of discipline, order and efficiency in the plant, the control and regulation of all equipment and other property of the Company, is vested exclusively in the Company.

Except for the transfer of dies and other tools to another plant or other decisions involving how best and where to fill customer orders, no work customarily performed at

the plant will be outsourced without discussing it with the Union prior to a final decision by the Company.

Technological Changes

No portion of this Agreement shall preclude the introduction, termination or substitution of any technological change to existing products, techniques or machinery.

- (B) The Company shall have the right to establish, maintain and enforce reasonable rules and regulations to assure orderly plant operations. It being understood and agreed that such rules and regulations shall not be inconsistent or in conflict with the provisions of this Agreement.
- (C) Changes in existing rules and regulations, as well as new rules and regulations promulgated by the Company, shall not become effective until five (5) regular work days after copies thereof have been furnished to the Union office and posted on the Company's bulletin boards.

SECTION IV – DISCRIMINATION

- 1. There will be no discrimination by supervisory or other employees of the Company not included in the units covered by this Agreement, against any employee because of membership or activities in the Union.
- 2. The Union agrees that neither it, nor their respective officers and members, nor persons employed directly or indirectly by the Union will discriminate against any employee. The Union agrees that there will be no solicitation of members, dues or funds during the working hours of employees involved.
- 3. The Union, the Local and the Company reaffirm their intention that the provisions of this Agreement and of any supplements will continue to be applied without discrimination because of race, creed, color, sex, age, national origin, physical or mental handicap, or because an employee is a disabled veteran or veteran of the Vietnam area.

SECTION V – NO STRIKES OR LOCKOUTS

The Union agrees that it shall not authorize any strikes, work stoppages or any other international interference with production and the Company agrees that there shall be no lockout during the term of this Agreement.

SECTION VI – UNION SHOP

It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not covered by This Agreement and hired on or after its effective date, shall on or after the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union.

SECTION VIII – WAGES

1. Wages will be paid in accordance with key sheets effective during the term of this Agreement.

8 Hr/ 10 Hr Schedule		Shift Differential of \$1.00 for night shifts									
Schedule A	Current rate	10/1/2011		10/1/2012		10/1/2013		10/1/2014		Total Over 4 Years	
Class 1	\$ 11.89	\$ 12.19	\$ 0.30	\$ 12.49	\$ 0.30	\$ 12.80	\$ 0.31	\$ 13.00	\$ 0.19	\$ 1.11	
Class 6	\$ 15.22	\$ 15.60	\$ 0.38	\$ 15.99	\$ 0.39	\$ 16.39	\$ 0.40	\$ 16.64	\$ 0.25	\$ 1.42	
Class 7	\$ 15.52	\$ 15.91	\$ 0.39	\$ 16.31	\$ 0.40	\$ 16.71	\$ 0.41	\$ 16.96	\$ 0.25	\$ 1.44	
Class 8	\$ 15.87	\$ 16.27	\$ 0.40	\$ 16.67	\$ 0.41	\$ 17.09	\$ 0.42	\$ 17.35	\$ 0.26	\$ 1.48	
Class 9	\$ 16.54	\$ 16.95	\$ 0.41	\$ 17.38	\$ 0.42	\$ 17.81	\$ 0.43	\$ 18.08	\$ 0.27	\$ 1.54	
Class 10	\$ 16.80	\$ 17.22	\$ 0.42	\$ 17.65	\$ 0.43	\$ 18.09	\$ 0.44	\$ 18.36	\$ 0.27	\$ 1.56	
Class 11	\$ 17.84	\$ 18.29	\$ 0.45	\$ 18.74	\$ 0.46	\$ 19.21	\$ 0.47	\$ 19.50	\$ 0.29	\$ 1.66	
Schedule B											
Class 1	\$ 9.63	\$ 9.87	\$ 0.24	\$ 10.12	\$ 0.25	\$ 10.37	\$ 0.25	\$ 10.53	\$ 0.16	\$ 0.90	
Class 7	\$ 12.14	\$ 12.44	\$ 0.30	\$ 12.75	\$ 0.31	\$ 13.07	\$ 0.32	\$ 13.27	\$ 0.20	\$ 1.13	
12 Hr Schedule		Shift Differential has been included in rates									
Schedule A	Current rate	10/1/2011		10/1/2012		10/1/2013		10/1/2014		Total Over 4 Years	
Class 1	\$ 11.44	\$ 11.73	\$ 0.29	\$ 12.02	\$ 0.29	\$ 12.32	\$ 0.30	\$ 12.50	\$ 0.18	\$ 1.06	
Class 6	\$ 15.77	\$ 16.16	\$ 0.39	\$ 16.57	\$ 0.40	\$ 16.98	\$ 0.41	\$ 17.24	\$ 0.25	\$ 1.47	
Class 7	\$ 16.06	\$ 16.46	\$ 0.40	\$ 16.87	\$ 0.41	\$ 17.29	\$ 0.42	\$ 17.55	\$ 0.26	\$ 1.49	
Class 8	\$ 16.41	\$ 16.82	\$ 0.41	\$ 17.24	\$ 0.42	\$ 17.67	\$ 0.43	\$ 17.94	\$ 0.27	\$ 1.53	
Class 9	\$ 17.09	\$ 17.52	\$ 0.43	\$ 17.96	\$ 0.44	\$ 18.40	\$ 0.45	\$ 18.68	\$ 0.28	\$ 1.59	
Class 10	\$ 17.30	\$ 17.73	\$ 0.43	\$ 18.18	\$ 0.44	\$ 18.63	\$ 0.45	\$ 18.91	\$ 0.28	\$ 1.61	
Class 11	\$ 18.39	\$ 18.85	\$ 0.46	\$ 19.32	\$ 0.47	\$ 19.80	\$ 0.48	\$ 20.10	\$ 0.30	\$ 1.71	
Schedule B											
Class 1	\$ 10.18	\$ 10.43	\$ 0.25	\$ 10.70	\$ 0.26	\$ 10.96	\$ 0.27	\$ 11.13	\$ 0.16	\$ 0.95	
Class 7	\$ 12.69	\$ 13.01	\$ 0.32	\$ 13.33	\$ 0.33	\$ 13.67	\$ 0.33	\$ 13.87	\$ 0.20	\$ 1.18	
Shippers Helper	\$ 10.59	\$ 10.85	\$ 0.26	\$ 11.13	\$ 0.27	\$ 11.40	\$ 0.28	\$ 11.58	\$ 0.17	\$ 0.99	

- A) Active employees on the seniority roll as of 2/1/99 will not be compensated lower than the Class 3 key sheet rate due to a workforce decrease (involuntary move). All employees currently holding a Class 1 job who were hired prior to 2/1/99 will be red circled in that position. Should employee voluntarily bid to higher job class, that employee will be unable to return to the Class 1 job or Class 3 (or red circled) rate voluntarily. All employees hired before 2/1/99 who do not currently hold a Class 1 position and bid for a Class 1 position will be paid the rate of the position (Class 1).
- B) Minimum of 2 qualified Class 7 pultrusion operators per shift.
- C) The Company and the Union agree that all employees shall have regular payday every two weeks, at which time they will be compensated for the previous two weeks pay with current week applied to the next pay period.
- D) **Attendance Bonus** A \$25 (twenty-five dollar) per pay period for perfect attendance. Scheduled vacation is the only exception.
- E) When the last two (2) employees in Class 11 retire, the Class 11 will be eliminated.
- F) Addition of Class 10 maintenance will be paid at \$16.80/hr.

2. **Shift Differential** - Employees working the night turn shifts will receive an extra compensation of \$1.00 per hour to their regular earnings.

3. **Group Leader and Team Leader Remuneration**

A Group Leader is a non-supervisory employee who is a working member of the assigned shift. A Group Leader works in place of an absent supervisor and will regularly lead instruct and direct employees on the shift. A group leader has no disciplinary authority. Group leading is in addition to an employee's regularly assigned job, and the deciding factor in their selection will be that the senior employee which the Company feels has the ability to organize and direct a group will be selected. Group leaders will receive an additional ten percent (10%) in wages.

A Team Leader is a non-supervisory employee who is a working member of a process team. A Team Leader assists a supervisor in the assignment, direction and training of other team members. A Team Leader has no disciplinary authority. Team leading is in addition to an employee's regularly assigned job, and the deciding factor in their section will be that the senior employee which the Company feels has the ability to organize, direct a team and their job knowledge will be selected. Team Leaders will receive forty (40) cents per hour in addition to their regular rate of pay.

SECTION IX – HOURS OF WORK

- 1. Basic workweek will be forty (40) hours based on eight (8) hours per day, five (5) days per week. Monday to Friday inclusive. An employee's work day is the twenty-four (24) hour period beginning with his regularly assigned starting time of his work shift, and his day of rest starts at the same time on the day or day she is not scheduled to work. His

workweek starts with a regularly assigned work period on Monday. The basis work week of a third shift employee may start with a regularly assigned work period which begins before Sunday midnight and extends into Monday under the provision of the Section (Hours of Work) and Section (Overtime) of this Agreement.

2. An alternative workweek will be utilized in weeks not containing a paid Holiday, as defined in this Agreement, for employees working in the Laminating or Press operations. This workweek will consist of four (4) consecutive ten (10) hour days beginning on Monday and ending on Thursday. Persons working the alternative shift who incur a paid time off situation shall be compensated on the basis of their scheduled workday. Examples where this would occur include Bereavement and Jury Duty. A bank of hours shall be established by multiplying eight (8) hours times their number of vacation days earned. These employees will draw vacation pay based on their regularly scheduled hours of work on the day they take vacation. An example includes a scheduled ten (1) hour day would reduce their vacation bank by ten (10) hours which they would receive in compensation. Weekly vacation shall be forty (40) hours' pay and their bank of available hours will be reduced by that amount. If an employee has less than five (5) hours in this available bank on December 15, eh shall have the option of taking the time off in a single block before the end of the calendar year or receiving compensation.
3. Call-In Pay – Hourly employees who report to work at the regular starting time of their shift and have not been advised at least ten (10) hours beforehand not to report, an those who report tow work at other times at Management's request, will be guaranteed four (4) hours work at their guaranteed rate or the rate of pay for the job on which they work, whichever is higher. If work is not provided during some or all of such four (4) hours the employee will be paid at his day work rate for such period. If the employee has qualified for overtime in accordance with the overtime provisions of this Agreement, overtime rates based on the provisions of this Agreement (Section X-Overtime) will be paid for hours not worked. Maintenance works will be paid a minimum of 2 (two) hours pay.

NOTE: The foregoing provisions will not apply in the case of an emergency such a fire, flood, power failure, or work stoppage by employees in the plant.

A. Liberty Pultrusion Continuous Operations 12 Hour Schedule

The Company may utilize a "continuous operations" for all operations, which shall consist of a two-week system of twelve-hour shifts per the following repeating schedule.

Week 1	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Shift	A	A	A	C	C	C	C
Shift	B	B	B	D	D	D	D
Week 2	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Shift	A	A	A	C	C	C	A
Shift	B	B	B	D	D	D	B

All shifts will transition so that the work week is equal with the Company's pay week, which is defined as Starting Sunday night at 7:00 p.. and Ending the following Sunday at 5:59 p.m. This will start with the pay period beginning _____ (Sunday) at 7:00 p.m.

All shifts will have 1 workweek consisting of 36 hours straight pay and 1 week consisting of 40 hours straight pay and 8 hours of overtime.

Shifts A and C are from 7 AM to 7 PM

Shifts B and D are from 7 PM to 7 AM

The company reserves the right to modify the shift starting and ending times in order to meet the operational needs of the business.

Overtime will be paid for any hours over 40 in the employee's designated workweek.

Holidays shall be paid as follows:

8 hours straight time if it is the employee's scheduled day off

12 hours for the scheduled day of work and employee is not at work

If the employee works a holiday, they will be paid double time and half (2.5) per hour worked.

Employees work their last scheduled day prior to the holiday and their first scheduled day back to receive holiday pay.

- B. At the end of each and before each lunch period, five (5) minutes time for personal wash-up will be permitted at the option of each hourly employee, except those who cannot take the time without interrupting a continuous process or operation. Wash-up time is optional with each employee and will not be used as a basis for increasing wage rates.
- C. Where it is necessary to carry on an operation continuously throughout the full shift, employees will eat on the job and there will be a minimum loss of production because of this condition. When an employee is TRA'd from a continuous operation to a non-continuous operation during the shift, said employee will not take a lunch period.
- D. Changes in the above normal shift schedules will be subject to negotiations.
- E. Deviations from the above hours will be necessary in certain instances such as may be required for irregular or other reasons. The Local Union will be notified of such deviations, and they will be subject to negotiations.

SECTION X – OVERTIME

For overtime purposes the average earned rate will consist of straight time earnings, including guaranteed rate, night turn bonus, group and team leader remuneration.

1. Hourly

Overtime payments will be made to hourly paid employee under the following conditions.

- a. Time and one-half – i.e. hourly earnings plus one half (1/2) the employee's average earned rate for the payroll period involved for:

- (1) All hours worked in excess of forty (40) hours worked.

- (2) All hours worked less than eight (8) on observed holidays for which the employee receives additional payment under Section XI.
- b. Double Time – i.e. hourly earnings plus the employee's average earned rate for the payroll period involved for:
- (1) All hours worked on Sundays, except 24/7 work schedule employees.
 - (2) All hours worked on calendar Sundays outside of the employee's established shift, except Monday morning start-up (quick comeback from weekend)
 - (3) No double time for any hours worked after twelve (12) hours in any day (Monday to Saturday, inclusive).
 - (4) All hours worked on observed holidays for which the employee is not eligible for payment under Section XI
 - (5) All hours worked on observed holidays after eight (8) hours for which the employee receives additional payment under Section XI
 - (6) Overtime per current agreement, except employee must have worked 40 hours, and the employee must have worked a Saturday in the pay period (if asked).

Overtime hours will be divided as evenly as practical among all employees within the equalization groups set forth below within a twelve (12) month period on scheduled overtime. New or changed jobs will be assigned to equalization groups after discussion with the Union.

For the purpose of the Agreement, employees assigned to the same job description shall constitute an equalization group.

At the end of each twelve (12) month period (January 1st to each calendar year) the Steward and the supervisor will review the overtime records. Employees having less overtime on scheduled overtime than others will be given first opportunity for scheduled overtime in the subsequent period.

When overtime is offered to an employee in the employee's equalization group, the employee will be charged with all hours available whether or not the time is worked.

Overtime records will be made available for review by the Chief Steward within three days of the date of the request.

Scheduling of Overtime

If, in the determination of the Company, overtime shifts need to be scheduled on weekends, the employees which are typically scheduled for daylight will have preference for daylight production, 2nd shift for 2nd shift, etc. The Company will make every effort to notify employees one (1) week in advance of this planned overtime.

The parties recognize that for emergency situations and to maintain process efficiency that overtime may be required on short notice. Every effort will be made to equalize the opportunities for overtime.

The parties recognize that changing volume and conditions may require periodic deviation from this overtime scheduling arrangement after discussion with the Union.

When overtime cannot be filled by regular job description employees, the Company will attempt to fill the overtime with volunteers qualified to perform the work in questions. Only when there are insufficient volunteers will the Company assign the overtime and then only to the least senior employees on that job description.

SECTION XI – HOLIDAYS AND VACATIONS

A. Holidays

1. Holidays observed by the Company will be New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas, and the day before Christmas and the employee's birthday. Holidays except for the day before Christmas falling on a Sunday will be observed on Monday. If the day before Christmas falls on Saturday or Sunday, the last regular working day before Christmas shall be the designated holiday.
2. In the calendar year in which one or more of such holidays fall on Saturday, such holiday or holidays will not be an observed holiday in such year within the meaning of this Agreement, but another day or days between Monday and Friday, both inclusive, will be observed in such year within the meaning of this Agreement, but another day or days between Monday and Friday, both inclusive, will be observed during such year in place of the Saturday holiday or holidays. Management shall be required to designate such alternative day or days before January 1 of such calendar year after the matter has been discussed between the Local and Management.
3. When the necessary arrangements can be made and it is satisfactory to the Local and Management, another day may be annually substituted for the employee's birthday and/or Good Friday and/or Memorial Day. When a state law requires the observance of a holiday not listed above, it shall be the holiday substituted for the employee's birthday if the parties have agreed to make a substitution.
4. All hourly paid employees who have completed thirty (30) days continuous service immediately preceding an observed holiday will be paid for their established shift hours on such holiday. Hourly paid employees who were laid off for lack of work and are rehired within one (1) year after layoff, who completed thirty (30) days continuous service prior to their layoff, will receive the above holiday payment.
5. Employees will be paid for such hours on the basis of their rate of record, and in addition, night turn bonus and group leader remuneration where applicable, on the date immediately preceding the holiday.

6. The above payment will be made only to hourly paid employees who are on the active roll, which in no case includes the disability roll, on the last working day before the observed holiday, and who earned some wages during the week in which such holidays fall s or any of the four (4) preceding weeks, provided that employees who are separated at any time during December 31 in any year shall not be entitled to holiday pay for New Year's Day in the following year.

B. Vacations and Personal Days

1. The Company will permit vacations to be taken as desired by employees as far as practical consistent with efficient operations. All vacation must be scheduled by February 1st of each year.
2. a. The Company may schedule vacation shutdowns for vacation purposes and the time of year of the vacation shutdowns will be a matter of negotiations. The vacations will run concurrently with the vacation shutdown periods. Employees who become eligible for vacations subsequent to the vacation shutdown, but before the end of the year, will be granted vacation pay when they become eligible, if they were absent during the vacation shutdown periods, without additional time off. It is recognized that some employees will be required to designate the time of the vacation shutdown or shutdowns before February 1, of the vacation year after such time has been made a matter of negotiations as above provided. Except as may otherwise be agreed between the Local and Management, the total of all periods of vacation shutdowns in a calendar year shall not exceed forty (40) hours exclusive of Saturdays, Sundays and observed holidays.
- b. Employees entitled to vacation pay during a vacation shutdown, who are on the disability roll on the last working day prior to the vacation shutdown are receiving Accident and Sickness benefits shall not be placed on vacation for the period of the scheduled shutdown, unless the individual employee makes a request for said vacation period in writing prior to the shutdown. If such a request is made, Accident and sickness Benefits will be suspended during the vacation shutdown. Under no circumstances, except where mandated by law, will an employee receive both vacation and Accident and Sickness benefits for the same period, and if necessary before the end of the calendar year the payment of Accident and Sickness Benefits to the employee will be suspended for the period of vacation remaining to the employee and he will receive vacation pay in lieu thereof. Vacation payment shall be at the rate effective at the time the employee became disabled plus any intervening keysheet changes.
3. Where any employee is removed from the active roll for any reason, payment for vacation not taken for the current year will be made if the employee has qualified for vacation.
4. The right to vacation with pay shall vest as follows:

- a. Each employee who is on the active roll and who has completed at least thirty (30) days continuous employment preceding the close of business of the calendar year immediately prior to the beginning of the vacation year shall be entitled to that vacation in the vacation year for which he has qualified at such close of business, and;
 - b. Each employee who is on the active roll and who has completed at least thirty (30) days continuous employment at the close of business on his last working day immediately preceding the time of starting his vacation shall be entitled to such additional (or initial) vacation for which he has qualified at such close of business.
5. For vacation purposes only, continuous employment is interrupted only when an employee's name is removed from the active roll, except that in case the removal is the result of disability, such removal does not interrupt continuous employment unless and until the employee's name has been removed from the active roll for two (2) years.
6. The Company will grant vacation to hourly rated employees meeting the requirements of thirty (30) days continuous employment described in sub-paragraph 4, above as follows:
 - a. One (1) year accumulated length of service, but less than two (2) years-----
-----5 days.
 - b. Two (2) years accumulative length of services, but less than seven (7) days----
-----12 days.
 - c. Seven (7) years accumulated length of service, but less than fifteen (15) years
_____17 days
 - d. Fifteen (15) years accumulated length of service, but less than twenty (20)
years _____19 days.
 - e. Twenty (20) years accumulated length of service, but less than twenty-five
(25) years -----20 days
 - f. Twenty-five (25) years accumulated length of service and up -----
-----21 days
7. The Company will permit one-half (1/2) day vacations with twenty-four (24) hours notice to be taken as desired by employees as far as practical and consistent with efficient operations, except in an emergency.
8. Vacations will be paid on the basis of their rate of record, and in addition night turn bonus and group and team leader remuneration where applicable, on the date immediately preceding such vacation on such other day as may be agreed upon locally. Vacation hours will be based upon the number of hours regularly scheduled in the basic workweek, Monday to Friday inclusive.
9. Personal Days – Employees will have the use of twenty-four (24) hours per year to use as personal days “upon request”. The twenty-four (24) personal (vacation hours) will be deducted from their available vacation pool when used. Employees may take their personal hours without giving twenty-four (24) hour notice (thirty-six hour notice for 24/7 employees) to the Company in cases of emergency. All other vacation time will be scheduled.
- 10 Bereavement and 24 hour personal notice will not affect attendance bonus.

SECTION XII – SENIORITY

Seniority is defined as the length of time equal to each employee's accumulated service with the Company and all preceding employers since the first day of hire.

All hired employees are probationary and may be terminated at any time without notice and without recourse for their first six (6) months of employment. Six month probation period for new hires at 90% of qualified rate. Nothing herein shall prevent the Union from presenting a grievance pertaining to disciplinary action for probationary employees, however, any such grievance shall not be eligible for consideration under the terms and conditions of Section XIII A – Arbitration. Change all benefit eligibility to reflect that eligibility for all benefits begin on the first day of the calendar month after the employee has completed ninety days employment.

A. General

In all cases of rehiring or lay-off due to increasing or decreasing forces, accumulated length of services will govern if the employee can do the job with only such training as an employee with previous experience on such job would require. Accumulated length of service for all employees in the bargaining unit will be the same number of years, months and days the employee has accumulated. The employee's accumulated length of service will not include credit for service that was relinquished by his election to receive the Lump Sum Option payment provided under the Layoff Income and Benefits Plan and whose service credits have not been restored by repayment in full thereof as outlined in Section XXI of this Agreement.

B. Seniority Credit

1. An employee laid off is not on the active roll and will no accumulate service while laid off, but will receive credit for former service when rehired.
2. Employees shall be continued on the disability roll for a period not in excess of two (2) years from the last day worked and shall accumulate credited service for such time.

C. Inactive Seniority List

1. The names of those laid off will be placed on the Inactive Seniority List.
2. The names of employees who involuntarily quit, who are released, or who are discharged will not be placed on the Inactive Seniority List
3. Employees who are on an Inactive Seniority List shall be retained on the Inactive Seniority List and be eligible for recall, in accordance with the applicable procedure specified in the schedule below:
 - (a) Less than two (2) years of accumulated length of service -----
-----twelve (12) months
 - (b) Two (2) years or more of accumulated length of service -----
-----sixty (60) months.

4. Employees on the Inactive Seniority List will be recalled in order of seniority. The Company will attempt to contact the laid off employee first by telephone, if unsuccessful,

then by registered letter to the last known address. The employee will have three (3) days from receipt of registered letter to return or employment will be considered terminated.

D. Return of Employees to Bargaining Unit

1. The Local will not oppose the return of supervisory employees to a bargaining unit provided that at the time of promotion they worked on a job which is in the bargaining unit at the time of such return. Seniority credit of such employees will include the period the employee spent as a supervisor. The employee will be returned to a job, if any, in the bargaining unit to which his seniority entitles him. For an employee promoted to supervision on or after August 1, 1976, Local Management will retain the right to return him or her to the bargaining unit for a period of one (1) year from the effective date of the promotion. Those employees in supervision, who may be eligible to return to the bargaining unit, may be returned by Management at any time during the one (1) year period after August 1, 1976.
2. The question of whether or not non-supervisory employees may return to the bargaining unit is a matter for local negotiation.

E. Decrease in Working Force

1. It is understood and agreed that in all cases of layoffs due to decreasing forces, accumulated length of service will govern, and employees will be permitted to displace other employees only if the employee can perform the duties of the job with only such training as an employee with previous experience on such job would require.
2. When a decrease in work force is required, employee(s) will be removed from the affected job(s) in order of seniority, and will then be considered to be up for disposition. An employee who is up for disposition will, in order of seniority, move as follows:
 - (a) The employee will replace the least senior employee in the same and successively lower labor grades, or
 - (b) If the employee has held another job, in higher, same or lower labor grades, the employee will be permitted to replace the least senior employee on the previously held job.
3. In all cases, when the above procedure is applied, the affected employee shall bump the least senior employee on the job. The employee initiating the displacement may utilize seniority to exercise shift preference no later than two (2) working days after beginning the new job. The employee whose shift is taken by the senior person also shall be entitled to utilize seniority to exercise shift preference to the same job on another shift at the time he is displaced.
4. If, in a decrease of work force, the above does not provide for layoff of the least senior employee in the bargaining unit, management and the Local will meet to negotiate a special placement for the affected employee. In no case will such negotiations result in an employee being placed on a job more than one filled labor grade higher than the job of record.

5. At the time of layoff, an employee on personal leave of absence or on the disability roll will be laid off and his name will be added to the Inactive Seniority List when, because of his seniority status under the established seniority procedure, he would have been laid off if he were actively at work. Notice of such layoffs will be given to the Local and to the employee involved at his last known address, but the usual notice periods outlined below I paragraph G shall not apply. Any objections to such layoff must be made by filing a grievance within two (2) weeks following the giving of such notice to the Local. It shall be the obligation of such disabled employee to notify the Company of his availability for re-employment, and until such notification the Company will have no obligation to offer such disabled employee re-employment. Such disabled employee on the Inactive Seniority List who is still disabled at the time he is recalled will be returned to the disability roll if he so requests at that time. The period on disability prior to layoff and the period during which he is returned to the disability roll will be considered as a single continuous period.
6. Employees released, or selected for layoff shall be advised immediately of when layoff becomes effective. The steward shall be notified prior to the notification given to the involved employee. Such employee will be given two (2) days pay after day of layoff.
7. Layoffs – New hires with a seniority date after 10-1-11 will have their fringe benefits cease at the time of their layoff (employees not in the union as of the contract date).

F. Furloughs

When there is temporary reduction in production, employees will equalize furlough time within an established group. The parties may negotiate at any time, temporary modifications of this procedure and periods of time during which they will be in effect.

G. Leave of Absence F.M.L.A.

Upon fifteen (15) days prior written notice to the Company by the Local, the Company will grant elected Union officers including President, Vice President and Chief Steward of the Local Union, not to exceed one (1) in number at one time, a leave of absence without pay.

Upon written request, the Company may grant employees short leaves of absence without pay for valid reasons other than those specified herein, which shall be deemed authorized leaves of absence.

If employment is taken elsewhere during the leaves of absence, the employee shall be considered to have quit without notice, except for authorized leaves of absence for Union business.

Any employee returning from an authorized leave of absence shall be restored on a seniority basis to his former position or to a position of like status, or in accordance with the wage and seniority provisions of this Agreement, please any general wage increases.

FMLA – In accordance with the FMLA Act of 1993, employees will be required to use their unused vacation days for such leave.

H. Transfers

Any employee upgraded to a high compensated position, for a period of more than one (1) hour shall be paid at the appropriate keysheet rate. Employees will be flexible in areas of assisting other operators, and in the area of TRA's (Transfer), the need to use the most available employee will be the deciding factor, as long as Management agrees not to abuse TRA, i.e. using the same employee. The effort to equalize the TRA among the senior qualified employees will be the responsibility of management. When a question arises concerning the TRA, Local Management and the Local agree to hold discussions to resolve the matter, without interruption of production.

As a last resort, supervisors will be allowed to assist in the daily operations, when it is not feasible for a bargaining unit employee to perform the task.

Employees temporarily transferred will be returned to their original status no later than at the end of the tenth working day, at which time the job will be filed with the increase in working force procedure. An extension of up to five (5) more working days will be granted upon written request from Management.

I. Return from Disability

An employee who is returned from disability, if physically able, shall replace the least senior employee on the job and exercise seniority, existing held at the time commencement of the disability, seniority permitting. The employee may exercise shift preference at the time of return, seniority permitting. Otherwise, the employee will be placed in accordance with local reduction in force procedures.

J. Increase in Work Force

1. When an available job occurs, consideration will be given to employees in order of seniority. The available job will then be posted for two (2) days. The successful bidder may utilize seniority to exercise shift preference no later than two (2) working days after beginning the new job. Employees who have bid and been accepted on a lower classified job will not be eligible to rebid for a period of forty-five (45) calendar days. Notification of jobs for bid occurring in the bargaining unit will appear on the Company bulletin board for a period of Two (2) working days. Bid slips must be made out in duplicate and one copy submitted to management before the closing date and time shown on the notification.
2. A qualifying period of six (6) months will be implemented on jobs for which an employee has never done.

K. Seniority Preference

Para K – At the written request of the Local, a shop steward will be given seniority preference at the time when layoffs take place within the section, department or division for which he is acting as steward. Such seniority preference will enable him to retain his job within the section, department or division for which he is acting as steward so long as such job remains. When the job no longer exists, the steward will be given seniority

preference for another job, as provided for in Section XII, seniority, para. E. 1, 2,3,4,5,6. The basic principle of the stewards organization is that it shall parallel insofar as is practical the line organization of management. In case a night turn employee is elected President of the Local Union or is elected as division steward, he will be transferred to the day turn shift. Elected shift stewards will remain on the shift they represent.

1. Shift Steward: A shift steward is the official representative of the employees in one or more sections and the number of shift stewards will not be more than one (1) per shift.
2. Subdivision Steward: A subdivision steward is the official representative of the employees of a portion of a division under the supervision of a general foreman. He functions for a shift steward or division steward in matters concerning his area of representative if the shift or division stewards are not available.
3. Division Steward: A division steward is the official representative of the employees of an operating division or mutually agreed part thereof.
4. The Union will advise the Company in writing as to the names of duly elected officers and stewards. Only employees on the active seniority list in the plant will be recognized as representatives of the Union after receive of such notification.

L. Temporary Employees

Union to be notified of intent to utilize temporary workers on an as needed basis. Under no circumstances will a temporary worker be offered employment past five months. In some cases (health care permitting) the company may hire permanently the temporary worker at which point he/she will be covered by the company/labor contract.

SECTION XIII – GRIEVANCE PROCEDURE

Any difference of disagreement between the parties or between any employee of the Company, involving wages, hours and working conditions or other conditions of employment or the breach, the interruption or the application of the provisions of this Agreement, or involving the discipline, suspension or discharge of any employee, shall constitute a grievance and shall be taken up in the manner hereinafter set forth.

The following procedure shall be followed in processing grievances:

Step One: Section Level

The Steward will request permission from his supervisor to leave his job to investigate a problem concerning rates of pay, hours of employment or other conditions of employment. The Steward will inform his supervisor which employee or groups of employees he intends to contact.

If the problem is not settled, the Steward will discuss the matter with involved supervision in an effort to settle the problem immediately. If immediate settlement cannot be reached, the Steward will present a written grievance form to the shift foreman. The supervisor will submit a written replay to the grievance within three (3) working days.

Step Two:

If the reply in Step One is unsatisfactory, the Chief Steward may advance the written grievance to the Plant Superintendent. A meeting will then be arranged, at a mutually convenient time, to discuss the grievance. This meeting will be held within five (5) working days and will be attended by no more than two (2) union representatives and two (2) management representatives and the International Union, if requested. If the problem is not resolved at this meeting, a written reply will be submitted by management, within five (5) working days after the meeting, stating its positions in the dispute.

All grievances based on alleged improper discharge, suspension or disciplining of employees shall be instituted at the Second Step of the grievance procedure.

In cases of discharge or suspension, the employee shall upon his request, talk to either their shift steward or division steward before leaving the plant.

Any matter of an emergency nature or a general grievance may, after an oral discussion between the Division Steward, Union President and the Company's representative, be handled in accordance with Step Two of this Grievance Procedure.

It is understood that the time limits provided for in the Grievance Procedure may be extended by mutual agreement of the parties in writing.

Failure of either party to comply with the time requirements of the above shall mean that the party failing to comply forfeits the grievance to the other party's satisfaction.

All regularly scheduled time lost in the above process shall be paid for by the Company at the employee's regular hourly rate.

SECTION XIII-A – ARBITRATION

If a grievance is not resolved in the Second Step of the grievance procedure, it may be appealed to arbitration by the Union within thirty (30) calendar days after receipt by the Union of the Company's Second Step answer. Such appeal must be in writing.

The Union Grievance Committee, the International Representative, and the Company, at the request of either party, may meet in a final effort to settle the dispute before the arbitration proceedings.

The parties shall meet within thirty (30) working days from the date the Union gives the Company notice as provided for in the above paragraph, for the purpose of selecting an impartial arbitrator.

The Union shall submit a request to the Federal Mediation and Conciliation Service (FMCS) for a panel of seven (7) arbitrators. Either party may reject the first panel supplied by the FMCS. With ten (10) working days of the notice to the other party of such rejections, the rejecting party shall request a second panel of seven (7) arbitrators from the FMCS. From the original panel, or second panel, as the case may be, the parties

shall each alternately strike one name until only one name remains, and the remaining one shall be the impartial arbitrator for that case.

The arbitrator shall be limited to the interpretation and application of the terms of this Agreement. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement.

The decision of the arbitrator shall be final and binding upon both parties and the aggrieved. The time limits provided in this article may be extended by mutual agreement of the parties. In discipline, discharge or disciplinary suspension cases the arbitrator shall have the power to adjudge the guilt or innocence of the employee involved, and review any penalties imposed on the employee and modify, eliminate or amend the penalties. In arbitration hearings held under this paragraph, Post Hearing Briefs shall be allowed in cases involving discharge and discipline. Either party may, however, present oral summations at the hearing.

The cost of the arbitrator shall be borne equally by the Company and the Union.

SECTION XIV – BULLETIN BOARDS

The Company will permit the use of factory bulletin boards for the purpose of posting Union notices or other information of interest to members of the Union, provided that all such notices will be subject to the Management's approval and arrangements made by Management for posting.

SECTION XV – COURT APPEARANCES

- A. When called for jury duty, hourly paid employees will be reimbursed for the difference between the amount paid for such service, not including transportation allowance, and an amount equal to the basic scheduled hours in the period involved times the rate of record, and in addition night turn bonus and group leader remuneration where applicable, on the date immediately preceding such absence if the employee is in a bargaining unit which includes only daywork paid employees. No reimbursement of wages will be made for jury service during furlough or days that would have been furloughs.
- B. Employees will be reimbursed in the manner set forth in Sub-Section A of this Section when time is lost because of attendance at a proceeding of a court or governmental agency at the request of the Company or in response to a subpoena served on the employee. However, when subpoenaed by other than the Company, the employee will not be reimbursed if the employee, the Company, or the Union and/or Local is a part in the case, or the employee has any direct interest or financial interest in the case.

SECTION XVI – MILITARY SERVICE

- A. Employees entering military service will be granted a military leave of absence. The leave of absence will cover the period of military service up to a maximum equal to

that period of time during which pre-employment is required under applicable Federal statutes. A military leave of absence will be considered as continuous employment.

B. The employee must apply for re-employment within ninety (90) days from the date of honorable discharge for the termination of the required period of military service. An employee so applying will be reinstated in his former position, or a position in the bargaining unit which he left on the basis of his seniority under the provisions of the Agreement, providing the employee complies with the following conditions:

1. Application for reinstatement is made within the time period provided above.
2. Official discharge papers are presented

C. Employees reporting as provided for in the above provision, who are not qualified to perform the duties of their former position will be given special consideration and local management will endeavor to place them on suitable jobs.

D. An employee so reinstated will be entitled to participate in insurance and other benefits on the same basis as other employees returning from leave of absence.

E. Vacation eligibility for employees returning from military leave of absence will be re-established on the basis of the credited Service of the employee on the date he returns to the active roll.; however, vacation payment will not be granted until the employee has been on the active roll thirty (30) days following his return from military leave of absence. In any event the employee will receive the vacation for which he is eligible in that calendar year.

F. Annual Military Field Encampment

Employees required to attend annual military encampments to discharge their National Guard or Reserve obligations will be reimbursed in accordance with the following conditions:

- 1) Reimbursement will be limited to a maximum period of seventeen (17) calendar days (not to exceed thirteen (13) working days, excluding holidays for which the employee received payment during any one calendar year.
- 2) Reimbursement, if any, will be the difference between the employee's normal straight time earnings and the total amount he receives for service pay from the Federal or State Government. In calculating the amount of difference to be paid by the Company, only that portion of military pay corresponding to the employee's regularly scheduled work days will be used. Travel, quarters and subsistence allowances will not be included in determining the amount of compensation received by the employee from the Federal or State Government. The basis of establishing normal earnings will be the rate of record in effect immediately proceeding.
- 3) No reimbursement of salary or wages shall be made for annual encampment duty during furlough days or on days that would have been furlough days.

SECTION XVII – SAFETY AND HEALTH

- (a) The Company and Union will each appoint at least one person per shift to a Safety Committee, who duty will be to promote, encourage and carry out provisions to ensure proper safety practices and conditions for all employees. The Committee will determine what protective devices should be provided to protect employee's health from hazards and injuries. The Safety Committee shall schedule a monthly safety inspection, each said monthly inspection shall be at least three weeks apart.
- (b) All safety devices either furnished or required by the Company shall be worn at all times by employees. Any employee failing to comply with this requirement shall be subject to discipline or discharge.
- (c) If safety shoes are required, there will be an annual shoe allowance of up to one hundred (\$100.00) per employee.

SECTION XVIII – BEREAVEMENT PAY

An hourly paid employee with thirty (30) days continuous service who is absent from work because of the death of a foster child residing in the home, or of the employee's parent, brother, sister, child, spouse, mother in-law, father in-law, brother in-law (which includes the employee's sister's husband, the employee's spouse's brother, and the husband of the employee's spouse's sister), sister in-law (which includes the employee's brother's wife, the employee's spouse's sister and the wife of the employee's spouse's brother), son-in-law, daughter in-law, grandparent, grandparent in-law, stepparent, stepbrother, stepsister, stepchild or grandchild will be compensated for lost time by reason of such absence from his regularly scheduled straight time shift hours during Monday to Friday of his work week, regularly scheduled straight time shift hours during Monday to Friday of his work week, excluding holiday and furlough days, up to a maximum of three (3) days for each such absence. Such paid leave will be limited to three (3) regular work days within a period of five (5) days starting on the day immediately following the day of death. In no case shall payment be made for more than the three (3) days described above; provided, however, that in the event an employee meeting the requirements listed below is absent from work because of the death of a foster child residing in the home, or of the employee's shall not include any overtime premium payments. Bereavement to be used within five (5) days from date of passing. One day of paid leave for regular scheduled work in the event of death of an aunt or uncle for the day of funeral only.

The in-law relationship will terminate for purpose of this paragraph, upon divorce or annulment (i.e. legal separation) of the connecting marriage which creates the in-law relationship to the employee, and the in-law relationship will terminate upon death and remarriage – that is, in the event of the death of the party, with the connecting in-law relationship to the employee, the in-law relationship will not terminate until the remarriage of the surviving spouse.

SECTION XIX – Healthcare, Life Insurance, AD&D, Sickness & Accident

Health Care

- A. Health care benefits will be provided by “Health America, Health Assurance” group using the “Classic POS Plan”
 - B. New hires are eligible for Health Care after providing four (4) months of service.
 - C. Employees will have a bi-weekly contribution deducted from their pay.
 - D. All premium increases in future years of this Collective Bargaining Agreement will be shared between the Company and employee at 75% for the Company and 25% for the employee, respectively.
 - E. Increase, if necessary, will be only be in 2nd or 3rd year of agreement
- E1. Single - \$10/month/per year maximum
- E2. Parent/Children - \$15/month/per year maximum
- E3. Employee/Spouse - \$20/month/per year maximum
- E4. Family - \$25/month/per year maximum
- E5. New Hires – Employees not in the union as of 10-1-11 are eligible for Employee only coverage.

Dental Plan

Will be provided for employees whether participating in Health Care Plan or not. Premiums will be deducted from bi-weekly pay. Dental benefit plan is available upon request.

The Dental Plan will be upgraded to Metlife Premium plan with a 25% employee pay. Any Employee that declines coverage will get \$0.025/hour in their pay.

Vision Plan

Highmark Davis Vision Plan will be offered at standard rates which currently are \$5.00/month for employee or \$12.00/month for family and are employee paid and company administered.

Life Insurance

Employee - \$50,000.00
Spouse - \$10,000.00
Child (ren)- \$ 3,000.00

A.D.& D. (Employee only) – one-half of the death benefit

Sickness & Accident

- A. Weekly benefit \$375.00 commence on the eighth (8th) day of accident or illness, but on the first day of hospitalization; twenty-six (26) week maximum, under no

- circumstances will an employee receive both vacation and S&A for the same period.
On 10-1-13 the weekly benefit will be increased to \$400.00.
- B. Company will pay employee health care contributions while on S&A for six months.
 - C. After six (6) months employee can opt to pay employee contribution for six months.

Long Term Disability

The Company will provide an employee funded Long Term Disability (LTD) Plan. All benefits described in Section XIX cease at time of retirement or termination. During layoff, health care, dental, life and dependent life insurance coverages will continue for one (1) month following the month you were laid off, providing the laid off employee makes their bi-weekly contributions. AD&D and S&A will cease at time of layoff.

Insurance Note:

Any employee with 1 year seniority or more is able to terminate his/her medical or hospitalization insurance because his spouse has medical and hospitalization insurance available from his/her employer, shall receive, on a six month basis, one-half of the savings of the payment of insurance premiums made by the company (this calculation shall not include any portion of the employee's payments).

NOTE: New hires will have the opportunity to opt out of the LPI, sponsored health insurance program in lieu of receiving \$1250.00 at their one year anniversary.

SPECIAL NOTE: Contract may be reopened if a government healthcare option becomes available.

SECTION XX – EMPLOYEE SECURITY AND PROTECTION

SEVERANCE ALLOWANCE

A. Conditions of Allowance

If, in the sole judgment of the Company, it decides to close permanently the Liberty Pultrusion Plant, or close partially as a result of a sale or transfer of equipment and/or product line(s) which results in the termination of employment of individuals, an employee whose employment is terminated because he was not entitled to other employment will be entitled to a severance allowance in accordance with and subject to the following provisions:

- B. Such an employee, to be eligible for a severance allowance, shall have accumulated two (2) or more years of continuous plant services as computed in accordance with Section

XII – Seniority of this Agreement.

C. Benefits

An eligible individual shall receive severance allowance based upon the following weeks for the corresponding continuous plant service:

35 years completed	- 8 weeks
30-35 years	- 7 weeks
25-30 years	- 6 weeks
15-25 years	- 5 weeks
10-15 years	- 4 weeks
5-10 years	- 3 weeks
2-5 years	- 2 weeks
1-2 years	- 1 week

D. Non-duplication of Allowance

Severance allowance shall not be duplicated for the same severance, whether the other obligation arises by reason of contract, law or otherwise. If an individual is or shall become entitled to any discharge, liquidation, severance or dismissal allowance or payment of similar kind by reason of any law of the United States of America or any of the states, districts or territories thereof subject to its jurisdiction, the total amount of such payments shall be deducted from the severance allowance to which the individual may be entitled under this Section, or any payment by the Company under this Section may be offset against such payments. Only statutory unemployment compensation payments shall be excluded from the non-duplication provisions of this paragraph.

E. Payment of Allowance

Payment shall be made in a lump sum at the time of termination, less legally required or authorized deductions. Acceptance of severance allowance shall terminate employment, including any right to future employment, and end continuous service for all purposes under this Agreement.

F. If other Company employment is accepted by an Employee, the employee will be disqualified from severance allowance.

G. Location Sale - The Company will not sell the West Mifflin facility during the term of this Agreement, unless successor employee recognizes the Union as the representative of the employees in the unit which is included in the sale.

SECTION XXI – PENSION PLAN

The Company will deposit two percent (2%) of total employee's wages in a 401-K Plan (optional for employee). The employee does not need to participate in Company Savings Plan for this benefit.

SECTION XXII – 401-K SAVINGS PLAN

The Company will match forty cents (\$0.40) per one dollar (\$1.00) on first six percent (6%) of the employee's contribution.

SECTION XXIII – COMPLETE AGREEMENT

The parties acknowledge that all agreements arrived at by them during the negotiations concluded on 10-1-11, set forth herein the Agreement between the Company and the Union. The Company and the Union, for the life of this Agreement, each voluntarily and unequivocally waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter covered by this Agreement. The parties agree that where past practices, occurring previous to these negotiations, are in conflict with the specific terms and provisions of this Agreement, the language of the Agreement shall determine the correct practice.

SECTION XXIV – COMMITTEE

For the purpose of considering all matters which are mutually deemed to be subject to local negotiations, the Union will designate a bargaining committee which will meet with a bargaining committee of Management representatives. Each committee will be restricted to three (3) employees, excluding any headquarters' Management or International Representatives of the Union. Either party may at any time change their representatives provided that neither committee exceeds a total of five (5) members.

SECTION XXVI – TERMINATION

This Agreement, when signed by the duly authorized offices of the Company and the Union, shall remain in full force and effect until 10-1-15, and shall automatically be renewed on the same terms and conditions for consecutive one (1) year period thereafter unless sixty (60) days prior to the expiration of this Agreement,

CHECK-OFF

The Company agrees to deduct Union dues and initiation fees from the pay checks of all covered employees on a bi-weekly basis, provided that the Company has received from each employee, on whose account such deductions are made, an authorization check-off card, as required by law, and it will transmit the total amount of such deductions to the Union office on or before the twenty-fifth (25th) day of each month accompanied by forms provided by the Union.

Whenever an employee quits, is discharged, laid off or his employment is otherwise terminated, any of the foregoing amounts will be deducted from the lay pay to be made.

Agreement

Between

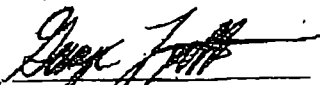
Liberty Pultrusion

And

IUE-CWA Local 88643

By their signatures below, the above parties and their respective bargaining teams acknowledge that they have agreed to a Final Agreement on September 08 2011 which includes the current Collective Bargaining Agreement as modified by the attached Tentative Agreements. This Agreement is subject to Local 88643 membership ratification. The Local 88643 Bargaining Committee agrees to recommend to their membership ratification on this Agreement.

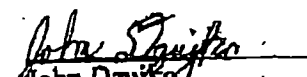
IUE-CWA Local 88643
Bargaining Team


George Latta

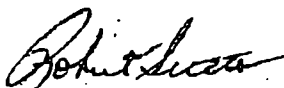
9/8/11
Date


Kevin Maksin

9/8/11
Date

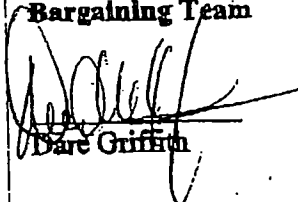

John Dziuk

9/8/11
Date



9/8/11
DATE

Liberty Pultrusion
Bargaining Team


Dale Griffin

9/8/11
Date


Dale Peters

9/8/11
Date